

<b>UNITED STATES BANKRUPTCY COURT</b> <b>DISTRICT OF NEW JERSEY</b>		<b>Document</b> <b>Page 1 of 3</b>	<b>REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE</b>
<b>In re:</b> BLOCKFI, INC., et. al.	Chapter 11  Case Number: 22-19361	<b>THIS SPACE IS FOR COURT USE ONLY</b>	
<b>NOTE:</b> This form should not be used for an unsecured claim arising prior to the commencement of the case. In such instances, a proof of claim should be filed.			
Name of Creditor: SALESFORCE, INC. (The person or other entity to whom the debtor owed money or property.) <hr/> Name and Addresses Where Notices Should Be Sent: C/O BIALSON, BERGEN & SCHWAB ATTN: LAWRENCE SCHWAB/GAYE HECK 830 MENLO AVE., SUITE 201 MENLO PARK, CA 94025	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
<b>ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:</b>	<b>Check here if this request:</b> <input type="checkbox"/> replaces a previously filed request, dated: <input type="checkbox"/> amends a previously filed request, dated:		
<b>1. BASIS FOR CLAIM</b>  <input type="checkbox"/> Goods Sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries and compensations (Fill out below)  Provide last four digits of your social security number _____	
<b>2. DATE DEBT WAS INCURRED: SEE ATTACHMENT 1</b>			
<b>3. TOTAL AMOUNT OF REQUEST AS OF ABOVE DATE: \$39,107.27</b> _____ <input type="checkbox"/> Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.			
<b>4. Secured Claim</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral:  <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____  Value of Collateral: \$ _____			
<input type="checkbox"/> Check this box if there is no collateral or lien securing your claim.			
<b>5. Credits:</b> The amount of all payments have been credited and deducted for the purposes of making this request for payment of administrative expenses.		<b>THIS SPACE IS FOR COURT USE ONLY</b>	
<b>6. Supporting Documents:</b> Attach copies of supporting documents, such as purchase orders, invoices, itemized statements of running accounts, contracts as well as any evidence of perfection of a lien.  DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
<b>7. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your request, enclose a self-addressed envelope and copy of this request.			
<b>Date:</b>  11/21/2023	<b>Sign and print below the name and title, if any, of the creditor or other person authorized to file this request (attach copy of power of attorney, if any).</b>  /s/ James C. Vandermark, Esq.		

*Penalty for presenting fraudulent claim:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**NOTE:** The filing of this request will not result in the scheduling of a hearing to consider payment of your administrative claim but will result in the registry of your administrative claim with the Bankruptcy Court. If you wish to have a hearing scheduled on your claim, you must file a motion in accordance with D.N.J. LBR 3001-1(b).

rev.8/1/15

**Attachment 1 to Request for Payment of Administrative Expense of Salesforce, Inc.**

**Debtor:** BlockFi, Inc., et. al.  
**Creditor:** Salesforce, Inc.

**Case Number: 22-19361**

**Amount of Claim: Not less than \$39,107.29**

**Statement of Administrative Expense Claim**

BlockFi Inc. and its affiliates (collectively, the “**Debtors**”) are liable to Salesforce, Inc. (fka salesforce.com, inc.) (the “**Creditor**”), in the amount of not less than \$39,107.29 (the “**Claim**”), for amounts payable with respect to the services provided (the “**Services**”) and pursuant to the terms of that certain *Order Form* listed below (the “**Orders**”) and the *Master Subscription Agreement* between Creditor and Blockfi Lending, Inc., and any applicable addenda thereto (the “**MSA**,” and together with the Orders, the “**Salesforce Contract**”).

Contract No.	Master Agreement	Order No.	Date	Term
2910687	MSA	5277062	17-Dec-21	12/22/21 to 12/21/24

Pursuant to the terms and conditions of the MSA, each Party to the Salesforce Contract is obligated to maintain the confidentiality of all Confidential Information including, without limitation, (i) the Debtor’s Data, (ii) SFDC’s Confidential Information (including, without limitation, the Services and Content), (iii) the terms and conditions of MSA and all Order Forms (including pricing), and (iv) business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by a Party. Accordingly, copies of the Salesforce Contract and related Invoice(s) are not attached hereto. However, upon request and subject to adequate procedures protecting the Confidential Information from disclosure in violation of the MSA, SFDC will make available a copy of the Salesforce Contract and/or related Invoice(s) to the Debtor or other appropriate representative of the Debtor’s estate.

The Salesforce Contract has been rejected as of May 11, 2023 (the “**Rejection Date**”) pursuant to the *Order Approving Debtor’s Rejection of Executory Contracts and Unexpired Leases* [ECF 1019] (the “**Rejection Order**”). Accordingly, Creditor asserts that, from and after November 28, 2022 (the “**Petition Date**”) through the Rejection Date, the Debtor is obligated to make all payments that become due and owing pursuant to the Salesforce Contract according to the terms of such contract for Services provided from and after the Petition Date.

**More specifically, Creditor represents that \$39,107.27 of the Claim has accrued from and after the Petition Date through the end of the Rejection Date and all such amounts, subject to 11 U.S.C. §503(b), constitute administrative expenses and, therefore, all such amounts are entitled to priority in payment as permitted by 11 U.S.C. §507.**

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A summary of the Claim amount is set forth below.

Invoice No.	Date	Due Date	Service Dates	Balance Due	Administrative Expense Claim	Rejection Damages
24551793	21-Dec-22	21-Jan-23	12/22/22 to 12/21/23	\$ 101,958.25	\$ 39,107.27	\$ 62,850.08
n/a			12/22/23 to 12/21/24	\$ 101,958.25		\$ 101,958.25
				<b><u>\$ 203,916.50</u></b>	<b><u>\$ 39,107.27</u></b>	<b><u>\$ 164,809.23</u></b>

This Proof of Claim is filed to protect the Creditor from forfeiture of its Claim. The execution and filing of this Proof of Claim is not: (a) a waiver or release of the Creditor's rights against any other entity or person liable for all or part of the Claim; (b) a consent by the Creditor to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Creditor; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Proof of Claim, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Creditor; or (d) an election of remedy which waives or otherwise affects any other remedy.

The Creditor expressly reserves all rights, including without limitation, its rights to file other Proofs of Claim or requests for allowance and payment of any administrative expense with respect to the Claim set forth herein or otherwise (which proof of claim or request, if so filed, shall not be deemed to supersede this claim), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an amended claim or to file additional Proofs of Claim for claims not covered by this claim. Notwithstanding anything contained in this Proof of Claim, Creditor expressly reserves its rights with respect to the Claim set forth herein or any other claims, cause of action, chose in action, and preserves all rights including, without limitation, to assert its rights against any third party whatsoever, raiser counterclaims or cross-claims, or assert defenses to any claims asserted by any party-in-interest with respect to the Claim.

Creditor asserts the following additional claims including, without limitation, (i) the right to claim administrative expense priority for any unsecured portion of the Claim; (ii) interest, attorneys' fees and costs which continue to accrue and be incurred; (iii) rights to estimate contingent and assert additional claims if contingent claims are estimated and/or liquidated; and (iv) any other claim Creditor may have against the Debtor relating to or incidental to any loans made by Creditor to the Debtor (collectively, the "Additional Claims"). Notwithstanding anything to the contrary as may be set forth in the Proof of Claim, Creditor expressly reserves and preserves all rights with regard to the Additional Claims.